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14
15 IN THE UNITED STATES DISTRICT COURT
16 FOR THE CENTRAL DISTRICT OF CALIFORNIA
17 WESTERN DIVISION

18 HOLLY HUNT ENTERPRISES, INC.,
19 an Illinois corporation,

20 Plaintiff/Counter-Defendant,

21 v.

22 JL DESIGN INC. d/b/a OLIVYA
STONE d/b/a
23 WWW.OLIVYASTONE.COM, a
California corporation, NEVEN
24 ZEREMSKI, an individual, and JENNA
25 GAYE LEE, an individual,

26 Defendants/Counter-Plaintiff.
27 AND RELATED COUNTER-CLAIMS
28

Civil Action No.
2:18-cv-08218-GW (MRWx)

~~[PROPOSED]~~ **STIPULATED
PROTECTIVE ORDER**

Hon. Michael R. Wilner

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation
6 may be warranted. Accordingly, the parties hereby stipulate to and petition the
7 Court to enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords from
10 public disclosure and use extends only to the limited information or items that
11 are entitled to confidential treatment under the applicable legal principles. The
12 parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential information
14 under seal; Civil Local Rule 79-5 sets forth the procedures that must be
15 followed and the standards that will be applied when a party seeks permission
16 from the court to file material under seal.

17 1.2 GOOD CAUSE STATEMENT

18 This action is likely to involve trade secrets, customer and pricing lists,
19 design drawings, and other valuable design, research, marketing, development,
20 commercial, financial, technical and/or proprietary information for which
21 special protection from public disclosure and from use for any purpose other
22 than prosecution of this action is warranted. Such confidential and proprietary
23 materials and information consist of, among other things, confidential business
24 or financial information, information regarding confidential business practices,
25 or other confidential research, design, marketing, development, or commercial
26 information (including information implicating privacy rights of third parties),
27 information otherwise generally unavailable to the public, or which may be
28 privileged or otherwise protected from disclosure under state or federal statutes,

1 court rules, case decisions, or common law. Specifically, information such as
2 sales volumes, sales units, costs of goods sold, price structures, business costs,
3 profit margins, marketing strategies, competitive business plans and design
4 drawings may need to be disclosed only to a party's attorneys due to the
5 potential for competitive harm. Accordingly, to expedite the flow of
6 information, to facilitate the prompt resolution of disputes over confidentiality
7 of discovery materials, to adequately protect information the parties are entitled
8 to keep confidential, to ensure that the parties are permitted reasonable
9 necessary uses of such material in preparation for and in the conduct of trial, to
10 address their handling at the end of the litigation, and serve the ends of justice, a
11 protective order for such information is justified in this matter. It is the intent of
12 the parties that information will not be designated as confidential for tactical
13 reasons and that nothing be so designated without a good faith belief that it has
14 been maintained in a confidential, non-public manner, and there is good cause
15 why it should not be part of the public record of this case.

16 2. DEFINITIONS

17 2.1 Action: This pending federal lawsuit.

18 2.2 Challenging Party: a Party or Non-Party that challenges the
19 designation of information or items under this Order.

20 2.3 "CONFIDENTIAL" Information or Items: information (regardless
21 of how it is generated, stored or maintained) or tangible things that qualify for
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above
23 in the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
25 as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates
27 information or items that it produces in disclosures or in responses to discovery
28 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'

1 EYES ONLY.”

2 2.6 Disclosure or Discovery Material: all items or information,
3 regardless of the medium or manner in which it is generated, stored, or
4 maintained (including, among other things, testimony, transcripts, and tangible
5 things), that are produced or generated in disclosures or responses to discovery
6 in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a
8 matter pertinent to the litigation who has been retained by a Party or its counsel
9 to serve as an expert witness or as a consultant in this Action.

10 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
11 Information or Items: information (regardless of how it is generated, stored or
12 maintained) or tangible things that qualify for protection under Federal Rule of
13 Civil Procedure 26(c), and as specified above in the Good Cause Statement, that
14 is extremely sensitive information the disclosure of which to another Party or
15 Non-Party would likely harm the competitive position of the Party producing
16 the information. Examples of information that could be considered “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” include sales volumes,
18 sales units, cost of goods sold, price structures, discounts, business costs,
19 profits, margins, design drawings, technical documents, marketing strategies,
20 competitive business plans, and the identity of customers.

21 2.9 House Counsel: attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record or any
23 other outside counsel.

24 2.10 Non-Party: any natural person, partnership, corporation,
25 association, or other legal entity not named as a Party to this action.

26 2.11 Outside Counsel of Record: attorneys who are not employees of a
27 party to this Action but are retained to represent or advise a party to this Action
28 and have appeared in this Action on behalf of that party or are affiliated with a

1 law firm which has appeared on behalf of that party, and includes support staff.

2 2.12 Party: any party to this Action, including all of its officers,
3 directors, employees, consultants, retained experts, and Outside Counsel of
4 Record (and their support staffs).

5 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this Action.

7 2.14 Professional Vendors: persons or entities that provide litigation
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits
9 or demonstrations, and organizing, storing, or retrieving data in any form or
10 medium) and their employees and subcontractors.

11 2.15 Protected Material: any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.”

14 2.16 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 However, the protections conferred by this Stipulation and Order do not
23 cover the following information: (1) any information that is in the public
24 domain at the time of disclosure to a Receiving Party or becomes part of the
25 public domain after its disclosure to a Receiving Party as a result of publication
26 not involving a violation of this Order, including becoming part of the public
27 record through trial or otherwise; and (2) any information known to the
28 Receiving Party prior to the disclosure or obtained by the Receiving Party after

1 the disclosure from a source who obtained the information lawfully under no
2 obligation of confidentiality to the Producing Party.

3 Any use of Protected Material at trial will be governed by the orders of
4 the trial judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality
7 obligations imposed by this Order will remain in effect until a Designating Party
8 agrees otherwise in writing or a court order otherwise directs. Final disposition
9 will be deemed to be the later of (1) dismissal of all claims and defenses in this
10 Action, with or without prejudice; and (2) final judgment herein after the
11 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
12 of this Action, including the time limits for filing any motions or applications
13 for extension of time pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for
16 Protection. Each Party or Non-Party that designates information or items for
17 protection under this Order must take care to limit any such designation to
18 specific material that qualifies under the appropriate standards. The Designating
19 Party must designate for protection only those parts of material, documents,
20 items, or oral or written communications that qualify so that other portions of
21 the material, documents, items, or communications for which protection is not
22 warranted are not swept unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited.
24 Designations that are shown to be clearly unjustified or that have been made for
25 an improper purpose (e.g., to unnecessarily encumber the case development
26 process or to impose unnecessary expenses and burdens on other parties) may
27 expose the Designating Party to sanctions.

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1 If it comes to a Designating Party's attention that information or items
2 that it designated for protection do not qualify for protection, that Designating
3 Party must promptly notify all other Parties that it is withdrawing the
4 inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided
6 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
7 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
8 for protection under this Order must be clearly so designated before the material
9 is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
15 ONLY" (hereinafter "CONFIDENTIALITY legend"), to each page that
16 contains protected material.

17 A Party or Non-Party that makes original documents available for
18 inspection need not designate them for protection until after the inspecting Party
19 has indicated which documents it would like copied and produced. During the
20 inspection and before the designation, all of the material made available for
21 inspection will be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS'
22 EYES ONLY." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or
24 portions thereof, qualify for protection under this Order. Then, before
25 producing the specified documents, the Producing Party must affix the
26 "CONFIDENTIALITY legend" to each page that contains Protected Material.

27 (b) for a deposition transcript, the Producing Party shall designate the
28 transcript as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY" by requesting such treatment thereof either on
2 the record at the time of the deposition or by written notice to all Outside
3 Counsel of Record after service of the final deposition transcript. If confidential
4 treatment of a transcript is requested by a Party by written notice after
5 completion of a deposition, such written notice shall be provided to all Outside
6 Counsel of Record within fourteen (14) days after completion and service of the
7 final transcript. Such written notice shall specifically identify by page and line
8 number all portions of the transcript that should be treated as
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
10 ONLY" in accordance with this Stipulated Protective Order. All counsel
11 receiving such notice shall be responsible for marking the copies of the
12 designated transcript or portion thereof in their possession or control as
13 provided for in the written notice. The Parties shall not disseminate a deposition
14 transcript or the contents thereof beyond the persons designated in Paragraph
15 7.3 below for a period of fourteen (14) days after completion and service of the
16 final transcript, except that portions of the transcript may be filed under seal
17 with the Court in connection with these proceedings. Documents or things used
18 as exhibits at a deposition that a Party desires to be subject to this Stipulated
19 Protective Order shall be separately stamped or marked "CONFIDENTIAL" or
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." The Producing
21 Party will have the right to exclude from attendance at a deposition, during such
22 time as the Confidential Information is to be disclosed, any person other than
23 the deponent, counsel, the court reporter, the videographer, designated experts,
24 and any person(s) agreed upon by counsel for the Producing Party.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place
27 on the exterior of the container or containers in which the information is stored
28 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY.”

2 5.3 Inadvertent Failures to Designate. The inadvertent or unintentional
3 disclosure by a Party or Non-Party of Disclosure or Discovery Material which it
4 believes should have been designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” regardless of whether it
6 was so designated at the time of disclosure, shall not be deemed a waiver in
7 whole or in part of the Party’s or Non-Party’s claim of confidentiality, either as
8 to the specific information disclosed or as to any other information relating
9 thereto or on the same or related subject matter, provided that the Party or Non-
10 Party notifies the Receiving Party as soon as reasonably practicable after
11 discovery of the inadvertent or unintentional failure to designate but in no event
12 more than 14 business days. If a Party or Non-Party inadvertently or
13 unintentionally produces or discloses Protected Material without designating it
14 as such, the Party or Non-Party may give written notice to the Receiving Party
15 or Parties that the Disclosure or Discovery Material is designated
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY,” and should be treated in accordance with the provisions of this
18 Stipulated Protective Order. The Receiving Party or Parties must treat such
19 Disclosure or Discovery Material as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” from the date such notice
21 is received. Disclosure of such Disclosure or Discovery Material, prior to
22 receipt of such notice, to persons not authorized to receive Protected Material
23 shall not be deemed a violation of this Stipulated Protective Order; however,
24 those persons to whom disclosure was made are to be advised that the Protected
25 Material disclosed is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY,” and must be treated in accordance with this
27 Stipulated Protective Order.

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party will initiate the dispute
6 resolution process (and, if necessary, file a discovery motion) under Local Rule
7 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding will be
9 on the Designating Party. Frivolous challenges, and those made for an improper
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
11 parties) may expose the Challenging Party to sanctions. Unless the Designating
12 Party has waived or withdrawn the confidentiality designation, all parties will
13 continue to afford the material in question the level of protection to which it is
14 entitled under the Producing Party's designation until the Court rules on the
15 challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material
18 that is disclosed or produced by another Party or by a Non-Party in connection
19 with this Action only for prosecuting, defending, or attempting to settle this
20 Action. Such Protected Material may be disclosed only to the categories of
21 persons and under the conditions described in this Order. When the Action has
22 been terminated, a Receiving Party must comply with the provisions of section
23 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at
25 a location and in a secure manner that ensures that access is limited to the
26 persons authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party,

1 a Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action and
4 other attorneys from Outside Counsel of Record’s law firm, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of
8 the Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters, videographers, and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who
16 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or
18 a custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in
20 the Action to whom disclosure is reasonably necessary provided: (1) the
21 deposing party requests that the witness sign the form attached as Exhibit A
22 hereto; and (2) they will not be permitted to keep any confidential information
23 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
24 A), unless otherwise agreed by the Designating Party or ordered by the court.

25 Pages of transcribed deposition testimony or exhibits to depositions that reveal
26 Protected Material may be separately bound by the court reporter and may not
27 be disclosed to anyone except as permitted under this Stipulated Protective
28 Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action and other attorneys from Outside Counsel of Record’s law firm, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) House Counsel of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters, videographers, and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Material to Experts

1 (a) A party seeking to disclose to an expert retained by Outside
2 Counsel of Record any information or item that has been designated “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” must first (1) set forth the
4 full name of the expert and the city and state of his or her primary residence, (2)
5 attach a copy of the expert’s current resume, (3) identify the expert’s current
6 employer(s), (4) identify each person or entity from whom the expert has
7 received compensation or funding for work in his or her areas of expertise
8 (including in connection with litigation) in the past five years, and (5) identify
9 (by name and number of the case, filing date, and location of court) any
10 litigation where the expert has offered expert testimony, including by
11 declaration, report, or testimony at deposition or trial, in the past five years. If
12 the expert believes any of this information at (3) - (5) is subject to a
13 confidentiality obligation to a third party, then the expert should provide
14 whatever information the expert believes can be disclosed without violating any
15 confidentiality agreements, and the party seeking to disclose the information to
16 the expert shall be available to meet and confer with the designator regarding
17 any such confidentiality obligations.

18 (b) A party that makes a request and provides the information specified
19 in Section 7.4(a) may disclose the designated material to the identified expert
20 unless, within seven days of delivering the request, the party receives a written
21 objection from the designator providing detailed grounds for the objection.

22 (c) A Party that receives a timely written objection must meet and
23 confer with the Designating Party (through direct voice-to-voice dialogue) to try
24 to resolve the matter by agreement within seven days of the written objection. If
25 no agreement is reached, the Party objecting to the disclosure to the Expert may
26 file a motion as provided under L.R. 37-1 through L.R. 37-4.

27 (d) In any such proceeding, the Party opposing disclosure to the Expert
28 shall bear the burden of proving that the risk of harm that the disclosure would

entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party will bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a

1 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Such information produced
3 by Non-Parties in connection with this litigation is protected by the remedies
4 and relief provided by this Order. Nothing in these provisions should be
5 construed as prohibiting a Non-Party from seeking additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to
7 produce a Non-Party’s confidential information in its possession, and the Party
8 is subject to an agreement with the Non-Party not to produce the Non-Party’s
9 confidential information, then the Party will:

10 (1) promptly notify in writing the Requesting Party and the Non-Party
11 that some or all of the information requested is subject to a confidentiality
12 agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this Action, the relevant discovery request(s), and a
15 reasonably specific description of the information requested; and

16 (3) make the information requested available for inspection by the
17 Non-Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court
19 within 14 days of receiving the notice and accompanying information, the
20 Receiving Party may produce the Non-Party’s confidential information
21 responsive to the discovery request. If the Non-Party timely seeks a protective
22 order, the Receiving Party will not produce any information in its possession or
23 control that is subject to the confidentiality agreement with the Non-Party before
24 a determination by the court. Absent a court order to the contrary, the Non-
25 Party will bear the burden and expense of seeking protection in this court of its
26 Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has

disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

The production of privileged or work-product protected documents, electronically stored information or information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502.

If a Receiving Party discovers that privileged Disclosure or Discovery Material has been inadvertently or unintentionally produced, it shall notify the Producing Party in writing as soon as reasonably practicable after learning of the inadvertent disclosure but in no event more than 14 business days. If a Party through inadvertence produces or provides Disclosure or Discovery Material which it believes is subject to a claim of an applicable privilege, the Producing Party may give written notice to the Receiving Party or Parties that the Disclosure or Discovery Material is subject to a claim of privilege and request that it be returned to the Producing Party. If a Producing Party or Non-Party requests the return, pursuant to this paragraph, of any Disclosure or Discovery Material, the Receiving Party or Parties shall not use or disclose, and shall immediately return to the Producing Party all copies of such Disclosure or Discovery Material or confirm that all copies have been destroyed. Return of

1 the Disclosure or Discovery Material by the Receiving Party shall not constitute
2 an admission or concession, or permit any inference, that the returned
3 Disclosure or Discovery Material is, in fact, properly subject to a claim of
4 privilege nor shall it foreclose any Party from moving the court for an order that
5 such Disclosure or Discovery Material has been improperly designated for
6 reasons other than a waiver caused by the inadvertent production.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of
9 any person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order, no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right to object
14 on any ground to use in evidence of any of the material covered by this
15 Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Local Civil Rule 79-5. Protected Material
18 may only be filed under seal pursuant to a court order authorizing the sealing of
19 the specific Protected Material at issue. If a Party's request to file Protected
20 Material under seal is denied by the court, then the Receiving Party may file the
21 information in the public record unless otherwise instructed by the court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within
24 60 days of a written request by the Designating Party, each Receiving Party
25 must return all Protected Material to the Producing Party or destroy such
26 material. As used in this subdivision, "all Protected Material" includes all
27 copies, abstracts, compilations, summaries, and any other format reproducing or
28 capturing any of the Protected Material. Whether the Protected Material is

1 returned or destroyed, the Receiving Party must submit a written certification to
2 the Producing Party (and, if not the same person or entity, to the Designating
3 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
4 all the Protected Material that was returned or destroyed and (2) affirms that the
5 Receiving Party has not retained any copies, abstracts, compilations, summaries
6 or any other format reproducing or capturing any of the Protected Material.
7 Notwithstanding this provision, Counsel are entitled to retain an archival copy
8 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
9 memoranda, correspondence, deposition and trial exhibits, expert reports,
10 attorney work product, and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or
12 constitute Protected Material remain subject to this Protective Order as set forth
13 in Section 4 (DURATION).

14 14. Any willful violation of this Order may be punished by civil or
15 criminal contempt proceedings, financial or evidentiary sanctions, reference to
16 disciplinary authorities, or other appropriate action at the discretion of the Court.

17
18 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

19 KNOBBE, MARTENS, OLSON & BEAR, LLP
20
21

22 Dated: March 20, 2019

By: /s/ Nicole R. Townes

Paul A. Stewart

Ali S. Razai

Nicole R. Townes

Clayton R. Henson

Attorneys for Plaintiff

Holly Hunt Enterprises, Inc.

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Dated: March 20, 2019 By: /s/ Austin J. Richardson (With Permission)
Stephen M Lobbin
Austin J. Richardson

Attorneys for Defendants
JL Design, Inc. Neven Zeremski and Jenna
Gaye Lee

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

Dated: March 25, 2019 By: 
Hon Magistrate Judge Michael R. Wilner

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of
_____ [full address],
declare under penalty of perjury that I have read in its entirety and understand
the Stipulated Protective Order that was issued by the United States District
Court for the Central District of California in the case of *Holly Hunt
Enterprises, Inc.. v. JL Design, Inc., Neven Zeremski and Jenna Gaye Lee*, Case
No. 2:18-cv-08218-GW (MRWx). I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____
[full name] of _____ [full address
and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

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